

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771254

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wisconsin Cheese Company LLC		11/30/2022	Limited Liability Company: WISCONSIN
RECEIVING PARTY DATA			
Name:	Peninsula Fund VII Limited Partnership		
Street Address:	c/o Peninsula Capital Partners L.L.C.		
Internal Address:	One Towne Square, Suite 1400		
City:	Southfield		
State/Country:	MICHIGAN		
Postal Code:	48076		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5031140	WISCONSIN CHEESE COMPANY 100% WISCONSIN	
CORRESPONDENCE DATA			
Fax Number:	7044448857		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7043432000		
Email:	twitcher@mcguirewoods.com		
Correspondent Name:	Terry L. Witcher, Senior Paralegal		
Address Line 1:	McGuireWoods LLP		
Address Line 2:	201 N. Tryon Street, Suite 3000		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Terry L. Witcher		
SIGNATURE:	/s/ Terry L. Witcher		
DATE SIGNED:	12/01/2022		
Total Attachments: 6			
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THIS AGREEMENT IS SUBJECT TO THE TERMS AND PROVISIONS OF THAT CERTAIN SENIOR SUBORDINATION AGREEMENT MADE AS OF NOVEMBER 30, 2022 BY AND AMONG COMERICA BANK, THE PENINSULA FUND VII LIMITED PARTNERSHIP, WISCONSIN'S BEST HOLDCO, INC., WISCONSIN'S BEST LLC, WISCONSIN CHEESE COMPANY LLC, WISCONSIN SHOP, LLC, AND WIS CO-PACKERS LLC.

AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of November 30, 2022 between the undersigned (the "Debtor") and Peninsula Fund VII Limited Partnership ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain Note Purchase Agreement dated as of November 30, 2022 (as amended, restated or otherwise modified from time to time, the "Note Purchase Agreement") by and among Debtor, Wisconsin's Best Holdco, Inc., Wisconsin's Best LLC, Wisconsin Shop, LLC, and Wis Co-Packers LLC (collectively, the "Company") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to purchase the Senior Subordinated Note (as defined in the Note Purchase Agreement); and

B. WHEREAS, in connection with the Note Purchase Agreement, the Debtor has executed and delivered that certain Security Agreement, dated as of November 30, 2022, to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to its purchase of the Senior Subordinated Note, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party of its interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Note Purchase Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to purchase the Senior Subordinated Note pursuant to the Note Purchase Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the

following property of such Debtor (the “Trademark Collateral”), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person’s names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on *Schedule 1.1* hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) or 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of the Company accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Note Purchase Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is an Other Agreement executed pursuant to the Note Purchase Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Note Purchase Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

WISCONSIN CHEESE COMPANY LLC

By: 

Name: Andrew D. Michalak

Its: Authorized Signatory

SECURED PARTY:

**THE PENINSULA FUND VII LIMITED
PARTNERSHIP**

By: Peninsula Fund VII Management L.L.C.
Its: General Partner

By: Peninsula Capital Partners, L.L.C.
Its: Manager

By: _____
Name: Scott A. Reilly
Title: President and Chief Investment Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

WISCONSIN CHEESE COMPANY LLC

By: _____

Name: Andrew D. Michalak

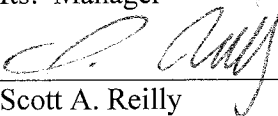
Its: Authorized Signatory

SECURED PARTY:

**THE PENINSULA FUND VII LIMITED
PARTNERSHIP**

By: Peninsula Fund VII Management L.L.C.
Its: General Partner

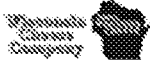
By: Peninsula Capital Partners, L.L.C.
Its: Manager

By:  _____
Name: Scott A. Reilly
Title: President and Chief Investment Officer

SCHEDULE 1.1

TRADEMARK COLLATERAL

U.S. TRADEMARKS

Mark	Application No.	Filing Date	Registration No.	Registration Date
<p>WISCONSIN CHEESE COMPANY 100% WISCONSIN CHEESE and Design</p> 	86879851	January 19, 2016	5031140	August 30, 2016